

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA

JOBY INC.,

No. C 07-6455 SI

Plaintiff,

**ORDER RE: JUNE 2, 2008 LETTER**

v.

TOCAD AMERICA INC.,

Defendant.

The parties have filed a letter dated June 2, 2008 regarding a dispute that has arisen related to the May 12, 2008 Order and Stipulation. Defendant contends that plaintiff has violated the stipulation by sending a letter to one of defendant's customers threatening legal action if the customer continues to sell defendant's products. Defendant seeks an order preventing plaintiff "from threatening Tocat's customers for selling the products that the Stipulation expressly allows Tocat to sell." Letter at 3.

The stipulation states, *inter alia*, that "Tocat will not distribute, sell, advertise, market or promote its existing FlexPod Plus line of camera support products (including those sold under other brand names) after July 15, 2008." Stipulation ¶ 3. Defendant argues that the stipulation authorizes both Tocat and Tocat's customers to sell the FlexPod Plus products until July 15, 2008. However, the plain language of the stipulation only applies to Tocat; there is no mention of Tocat's customers or any third party. The Court agrees with plaintiff that the stipulation does not prohibit plaintiff from contacting defendant's customers regarding the sale of Tocat's products.

**IT IS SO ORDERED.**

Dated: June 20, 2008



SUSAN ILLSTON  
United States District Judge